

Gordon Rees Scully Mansukhani, LLP  
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RONALD K. ALBERTS (SBN: 100017)  
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HELA VAKNIN (SBN: 342083)  
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GORDON REES SCULLY MANSUKHANI, LLP  
633 West Fifth Street, 52nd Floor  
Los Angeles, CA 90071  
Telephone: (213) 576-5000  
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Attorneys for Defendant  
BRIGHTHOUSE LIFE INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LIFE SHARES 1019, LLC, a	)	CASE NO.
Delaware Limited Liability	)	<i>Judge:</i>
Company,	)	
	)	<i>Orange County Superior Court</i>
Plaintiff,	)	<i>Case No. 30-2023-01347187-CU-BC-CJC</i>
	)	
vs.	)	
	)	<b>DECLARATION OF HELA VAKNIN</b>
	)	<b>IN SUPPORT OF DEFENDANT'S</b>
BRIGHTHOUSE LIFE	)	<b>NOTICE OF REMOVAL</b>
INSURANCE COMPANY, a	)	
Delaware Corporation AND	)	
DOES 1 TO 100,	)	
	)	
Defendants.	)	
	)	
	)	

**DECLARATION OF HELA VAKNIN**

I, Hela Vaknin, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and the United States District Court for the Central District of California, and am an associate at Gordon Rees Scully Mansukhani, LLP, attorneys for Defendant Brighthouse Life Insurance Company ("Defendant"), in this matter. I am a member in good standing with the State Bar of California. I

1 have personal knowledge of the following facts, except for those based on  
 2 information and belief, which I believe to be true, and if called upon to testify, I  
 3 could and would competently testify to their truth and accuracy.

4 2. Plaintiff Life Shares 1019, LLC, a Delaware Limited Liability  
 5 Company (“Plaintiff”) filed the instant action against Defendant in the Superior  
 6 Court of the State of California for the County of Orange, entitled *Life Shares*  
 7 *1019, LLC vs. Brighthouse Life Insurance Company, et al.*, Case No. 30-2023-  
 8 01347187-CU-BC-CJC. A true and correct copy of the Complaint filed in the state  
 9 court on September 1, 2023, by Plaintiff is attached hereto as **Exhibit A**.

10 3. Plaintiff served Defendant with the Summons and Complaint on  
 11 September 12, 2023. A true and correct copy of the Service of Process Transmittal  
 12 is attached hereto as **Exhibit B**.

13 4. **Exhibit C** is a complete copy of all of the documents Plaintiff served  
 14 on Defendant on September 12, 2023.

15 I declare under penalty of perjury under the laws of the United States of  
 16 America that the foregoing is true and correct, and if called as a witness I could  
 17 and would so testify.

18 Executed this 29<sup>th</sup> day of September, 2023, in Los Angeles, California.

19  
 20 /s/Hela Vaknin  
 21 Hela Vaknin  
 22  
 23  
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 28

*Life Shares 1019, LLC, a Delaware Limited  
Liability Company v. Brighthouse Life Insurance  
Company, a Delaware Corporation, et al.*  
U.S.D.C. for the Central District of California

Case No.

# EXHIBIT A

Dustin J. Dyer -- SBN 274308  
Zach Z. Hardister -- SBN 350299  
DYER LAW FIRM  
5250 Claremont Avenue STE 119  
Stockton, CA 95207  
Telephone: (209) 472-3668  
Facsimile: (209) 472-3675

Assigned for All Purposes

Judge Thomas S McConville

Attorney for LIFE SHARES 1019, LLC a Delaware Limited Liability Company

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

LIFE SHARES 1019, LLC, a Delaware  
Limited Liability Company

Case No: 30-2023-01347187-CU-BC-CJC

Plaintiff,

COMPLAINT FOR DAMAGES

vs.

BRIGHTHOUSE LIFE INSURANCE  
COMPANY, a Delaware Corporation AND  
DOES 1 TO 100

Defendants.

PLAINTIFF, LIFE SHARES 1019, LLC, a Delaware Limited Liability Company  
(hereinafter ("LIFE SHARES")), alleges as follows:

1. Plaintiff LIFE SHARES 1019, LLC, is a Delaware Limited Liability Company  
that, at all relevant times, conducted business within Orange County, California.

2. Plaintiff is informed and believes and thereupon alleges that at all times relevant  
herein, Defendant BRIGHTHOUSE LIFE INSURANCE COMPANY ("BRIGHTHOUSE") is a  
Delaware Corporation conducting business and with significant contacts within Orange County,  
California.

3. The true names and capacities, whether individual, corporate, associate, or  
otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff is informed and believes, and based on that information and belief alleges, that each of  
 2 the defendants designated as a DOE is negligently or otherwise legally responsible for the events  
 3 and happenings referred to in this complaint, and negligently or otherwise unlawfully caused the  
 4 injuries and damages to Plaintiff alleged in this complaint.

5 4. Plaintiff is informed and believes and thereupon alleges that the Defendants, and  
 6 each of them, at all times herein mentioned, acted as the agents, servants, employees, and legal  
 7 representatives of the other Defendants, and each of them, and that all Defendants acted in  
 8 concert, and with the knowledge, permission, consent, notification, and adoption of the  
 9 Defendants, and each of them.

#### 10 RELEVANT FACTS

11 5. BRIGHTHOUSE, formerly known as, "Travelers Life and Annuity Company,"  
 12 issued and delivered in Florida, a flexible premium adjustable life insurance policy, number  
 13 7447253 (the "Policy"), with a policy date of November 7, 2004, providing coverage on the life  
 14 of John P. Utsick (the "Insured").

15 6. In April of 2006, the United States District Court for the Southern District of  
 16 Florida (the "District Court"), in connection with the action captioned, *Securities and Exchange*  
 17 *Commission v. John P. Utsick, et al.*, and identified by case number 1:06-cv-20975-PCH (the  
 18 "Florida Action"), appointed Michael I. Goldberg as the Worldwide Receiver ( the "Receiver")  
 19 and, in relevant part, authorized, empowered and directed the Receiver to administer and manage  
 20 certain assets and property of the defendants therein, including the Policy.

21 7. In 2021, the Receiver transferred and assigned the Worldwide Receivership  
 22 entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange, the Receiver  
 23 retained certain irrevocable death benefits under the Policy (the "Retained Death Benefit"), as  
 24 memorialized in the May 3, 2021, District Court Order (ECF No. 737) (the "District Court  
 25 Order"). The District Court Order states, in relevant part:

- 26 a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
 27 the first one-year period, beginning on the date that both the change of ownership  
 28 and change of beneficiary confirmations are successfully completed on the record

books of the Insurance Company (the "Closing Date");

- b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies within second one-year period, beginning on the Closing Date;
- c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies within third one-year period, beginning on the Closing Date ....

8. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC. Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable primary beneficiary to 53.33% of the Policy proceeds and the Receiver was designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9. On or about May of 2022, LifeFactor II, LLC, for valuable consideration, transferred all its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the May 3, 2021, District Court Order.

10. LIFE SHARES has made all the required premium payments on the POLICY, ensuring that the POLICY remains in effect.

11. On June 8, 2023, the Insured became deceased, causing the Policy to become immediately payable. Despite numerous statements identifying payment would be made, BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy.

12. Plaintiff has been harmed by BRIGHTHOUSE, and DOES 1 to 100, for their failure to make the required Policy death benefits payment to Plaintiff, in the amount of \$9,000,000.00.

**FIRST CAUSE OF ACTION- BREACH OF CONTRACT**  
(Against Defendant BRIGHTHOUSE and DOES 1 to 100)

13. Plaintiffs refer to and by this reference incorporate herein, each and every allegation contained in Paragraphs 1 through 12 above as though fully set forth herein.

14. BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life of the Insured in exchange for timely policy premium payments.

15. In April of 2006, the District Court appointed Michael I. Goldberg as the

1 Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide  
2 Receiver to administer and manage certain assets and property of the defendants therein,  
3 including the Policy.

4 16. In 2021, the Worldwide Receiver transferred and assigned the Worldwide  
5 Receivership entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange,  
6 the Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death  
7 Benefit"), as memorialized in the May 3, 2021 District Court Order, which states, in relevant  
8 part:

- 9 a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
10 the first one-year period, beginning on the date that both the change of ownership  
11 and change of beneficiary confirmations are successfully completed on the record  
12 books of the Insurance Company (the "Closing Date");  
13 b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies  
14 within second one-year period, beginning on the Closing Date;  
15 c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies  
16 within third one-year period, beginning on the Closing Date ....

17 17. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.  
18 Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable  
19 primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was  
20 designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

21 18. On or about May of 2022, LifeFactor II, LLC, for valuable consideration,  
22 transferred all of its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES  
23 was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the  
24 May 3, 2021, District Court Order.

25 19. LIFE SHARES has made all the required premium payments on the Policy in  
26 order to ensure the Policy remained in effect. LIFE SHARES has performed all requirements of  
27 the Policy, except those which LIFE SHARES was excused from performing.  
28

1           20.     On June 8, 2023, the Insured died, causing the Policy to become immediately  
2 payable.

3           21.     Despite numerous statements identifying payment would be made,  
4 BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a  
5 result, BRIGHTHOUSE has breached the Policy.

6           22.     LIFESHARES was harmed and BRIGHTHOUSE was a substantial factor in  
7 causing LIFESHARES' harm. LIFESHARES has been harmed in the amount of \$9,000,000.00,  
8 plus interest and attorneys' fees and costs.

9           WHEREFORE, Plaintiff prays judgment against all Defendants as hereinafter set forth.

10                   **SECOND CAUSE OF ACTION- SPECIFIC PERFORMANCE**  
11                   (Against Defendant BRIGHTHOUSE and DOES 1 to 100)

12           23.     Plaintiffs refer to and by this reference incorporate herein, each and every  
13 allegation contained in Paragraphs 1 through 22 above as though fully set forth herein.

14           24.     BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life  
15 of the Insured in exchange for timely policy premium payments.

16           25.     In April of 2006, the District Court appointed Michael I. Goldberg as the  
17 Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide  
18 Receiver to administer and manage certain assets and property of the defendants therein,  
19 including the Policy.

20           26.     In 2021, the Worldwide Receiver transferred and assigned the Worldwide  
21 Receivership entities' ownership interest in the Policy to LifeFactor II, LLC and in exchange, the  
22 Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death  
23 Benefit"), as memorialized in the May 3, 2021, District Court Order, which states, in relevant  
24 part:

25           a.       \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
26 the first one year period, beginning on the date that both the change of ownership and change of  
27 beneficiary confirmations are successfully completed on the record books of the Insurance  
28 Company (the "Closing Date");

1           b.     \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies  
2 within second one-year period, beginning on the Closing Date;

3           c.     \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies  
4 within third one-year period, beginning on the Closing Date ....

5           27.    On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.  
6 Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable  
7 primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was  
8 designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9           28.    On or about May of 2022, LifeFactor II, LLC, for valuable consideration,  
10 transferred all of its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES  
11 was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the  
12 May 3, 2021, District Court Order.

13          29.    LIFE SHARES has made all required premium payments on the Policy in order to  
14 ensure the Policy remained in effect. LIFE SHARES has performed all requirements of the  
15 Policy, except those which LIFE SHARES was excused from performing.

16          30.    On June 8, 2023, the Insured died, causing the Policy to become immediately  
17 payable.

18          31.    Despite numerous statements identifying payment would be made,  
19 BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a  
20 result, BRIGHTHOUSE has breached the Policy.

21          32.    LIFE SHARES seeks an order of specific performance requiring  
22 BRIGHTHOUSE to take all actions necessary to provide LIFE SHARES with LIFE SHARES's  
23 proportionate share of the death benefit of the Policy (\$9,000,000.00).

24          WHEREFORE, Plaintiff prays judgment against all Defendants, as hereinafter set forth.

25 //

26 //

27 //

28 //

1 FIRST CAUSE OF ACTION

- 2 1. For monetary damages in the sum not less than \$9,000,000.00, plus interest at the legal  
3 rate (10%);  
4 2. All attorneys' fees according to proof;  
5 3. All litigation costs according to proof;


6 SECOND CAUSE OF ACTION

- 7 1. For a judgment of specific performance of the Policy, requiring Defendants to take all  
8 necessary steps to pay Plaintiff's proportionate share of the death benefit of the Policy  
9 (\$9,000,000.00).

10  
11  
12  
13 DATED: September 1, 2023

DYER LAW FIRM

14  
15  
16  
17 By

  
DUSTIN J. DYER  
ZACHARY Z. HARDISTER  
Attorneys for Plaintiff  
LIFE SHARES 1019, LLC

<i>Life Shares 1019, LLC, a Delaware Limited Liability Company v. Brighthouse Life Insurance Company, a Delaware Corporation, et al.</i> U.S.D.C. for the Central District of California	Case No.
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# EXHIBIT B



## Service of Process Transmittal Summary

**TO:** Litigation Intake  
Brighthouse Financial Inc.  
11225 N Community House Rd  
Charlotte, NC 28277-4435

**RE:** Process Served in California

**FOR:** BRIGHTHOUSE LIFE INSURANCE COMPANY (Domestic State: DE)

### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

**TITLE OF ACTION:** LIFE SHARES 1019, LLC, a Delaware Limited Liability Company vs. BRIGHTHOUSE LIFE INSURANCE COMPANY

**CASE #:** 30202301347187CUBCCJC

**NATURE OF ACTION:** Insurance Litigation

**PROCESS SERVED ON:** C T Corporation System, GLENDALE, CA

**DATE/METHOD OF SERVICE:** By Process Server on 09/12/2023 at 13:43

**JURISDICTION SERVED:** California

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/13/2023, Expected Purge Date: 09/18/2023

Image SOP

Email Notification, Litigation Intake  
brighthouseslitigationintake@bighthousefinancial.com

**REGISTERED AGENT CONTACT:** C T Corporation System  
330 N BRAND BLVD  
STE 700  
GLENDALE, CA 91203  
800-448-5350  
MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## PROCESS SERVER DELIVERY DETAILS

**Date:**

Tue, Sep 12, 2023

**Server Name:**

DROP SERVICE

Entity Served	BRIGHTHOUSE LIFE INSURANCE COMPANY
Case Number	30202301347187CUBCCJC
Jurisdiction	CA

Inserts		



<i>Life Shares 1019, LLC, a Delaware Limited Liability Company v. Brighthouse Life Insurance Company, a Delaware Corporation, et al.</i> U.S.D.C. for the Central District of California	Case No.
---	----------

# EXHIBIT C



## Service of Process Transmittal Summary

**TO:** Litigation Intake  
Brighthouse Financial Inc.  
11225 N Community House Rd  
Charlotte, NC 28277-4435

**RE:** Process Served in California

**FOR:** BRIGHTHOUSE LIFE INSURANCE COMPANY (Domestic State: DE)

### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

**TITLE OF ACTION:** LIFE SHARES 1019, LLC, a Delaware Limited Liability Company vs. BRIGHTHOUSE LIFE INSURANCE COMPANY

**CASE #:** 30202301347187CUBCCJC

**NATURE OF ACTION:** Insurance Litigation

**PROCESS SERVED ON:** C T Corporation System, GLENDALE, CA

**DATE/METHOD OF SERVICE:** By Process Server on 09/12/2023 at 13:43

**JURISDICTION SERVED:** California

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/13/2023, Expected Purge Date: 09/18/2023

Image SOP

Email Notification, Litigation Intake  
briighthouseelitigationintake@briighthousefinancial.com

**REGISTERED AGENT CONTACT:** C T Corporation System  
330 N BRAND BLVD  
STE 700  
GLENDALE, CA 91203  
800-448-5350  
MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## PROCESS SERVER DELIVERY DETAILS

**Date:**

Tue, Sep 12, 2023

**Server Name:**

DROP SERVICE

Entity Served	BRIGHTHOUSE LIFE INSURANCE COMPANY
Case Number	30202301347187CUBCCJC
Jurisdiction	CA

Inserts		



**SUMMONS**  
**(CITACION JUDICIAL)**

**SUM-100**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

BRIGHTHOUSE LIFE INSURANCE COMPANY, a Delaware Corporation AND DOES 1 TO 100

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

LIFE SHARES 1019, LLC, a Delaware Limited Liability Company

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): ORANGE COUNTY SUPERIOR COURT  
700 W. Civic Center Dr, Santa Ana, CA 92701

CASE NUMBER:

30-2023-01347187-CU-BC-CJC

Assigned for All Purposes

Judge Thomas S McConville

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Dustin J. Dyer; Zachary Z. Hardister, Dyer Law Firm 5250 Claremont Ave, Ste 119, Stockton, CA 95207 209-472-3668

DATE: 09/01/2023

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by  
(Secretario)

Y Ramirez

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). Y. Ramirez

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): **Bright House Life Insurance Company**  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☐ by personal delivery on (date):

Page 1 of 1



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20231013580

Date Filed: 6/26/2023

<b>Entity Details</b>			
Corporation Name		BRIGHTHOUSE LIFE INSURANCE COMPANY	
Entity No.		3823049	
Formed In		DELAWARE	
Street Address of Principal Office of Corporation			
Principal Address		11225 NORTH COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277	
Mailing Address of Corporation			
Mailing Address		11225 N. COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277	
Attention			
Street Address of California Office of Corporation			
Street Address of California Office		None	
<b>Officers</b>			
Officer Name	Officer Address	Position(s)	
Edward Allen Spehar	11225 NORTH COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277	Chief Financial Officer	
Eric Thomas Steigerwalt	11225 NORTH COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277	Chief Executive Officer	
Jacob Moishe Jenkelowitz	11225 NORTH COMMUNITY HOUSE ROAD CHARLOTTE, NC 28277	Secretary	
<b>Additional Officers</b>			
Officer Name	Officer Address	Position	Stated Position
None Entered			
<b>Agent for Service of Process</b>			
California Registered Corporate Agent (1505)		C T CORPORATION SYSTEM Registered Corporate 1505 Agent	
<b>Type of Business</b>			
Type of Business		Life Insurance Company	
<b>Email Notifications</b>			
Opt-in Email Notifications		Yes, I opt-in to receive entity notifications via email.	
<b>Labor Judgment</b>			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

B1891-5238 06/26/2023 5:48 AM Received by California Secretary of State

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Adam Deis

Signature

06/26/2023

Date

B1891-5239 06/26/2023 5:48 AM Received by California Secretary of State

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b> Dustin J. Dyer (SBN: 274308); Zachary Z. Hardister (SBN: 350299) Dyer Law Firm 5250 Claremont Ave, Ste 119, Stockton, CA 95207		<b>FOR COURT USE ONLY</b>
TELEPHONE NO.: 209-472-3668 FAX NO. (Optional): 209-472-3675 E-MAIL ADDRESS: ddyer@dyerlawfirm.com; zhardister@dyerlawfirm.com ATTORNEY FOR (Name): LIFE SHARES 1019, LLC		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 W. Civic Center Dr MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Civil Complex Center		
CASE NAME: LIFE SHARES 1019, LLC v. BRIGHTHOUSE LIFE INSURANCE COMPANY		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 30-2023-01347187-CU-BC-CJC JUDGE: DEPT.: Judge Thomas S McConville

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (25) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two (2)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)  
Date: September 1, 2023  
Zachary Z. Hardister

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE  <b>Sep 8, 2023</b>  Clerk of the Court By: Y. Ramirez, Deputy
PLAINTIFF: Life Shares 1019, LLC	
DEFENDANT: Brighthouse Life Insurance Company	
Short Title: LIFE SHARES 1019, LLC VS. BRIGHTHOUSE LIFE INSURANCE COMPANY	
<p style="text-align: center;"><b>NOTICE OF HEARING CASE MANAGEMENT CONFERENCE</b></p>	CASE NUMBER: 30-2023-01347187-CU-BC-CJC

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 02/05/2024 at 09:00:00 AM in Department C28 of this court, located at Central Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

**IMPORTANT:** Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

**IMPORTANTE:** Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Civiles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

**QUAN TRỌNG:** Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By: Y Ramirez, Deputy

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

Central Justice Center  
700 W. Civic Center DRIVE  
Santa Ana 92701

**SHORT TITLE: LIFE SHARES 1019, LLC VS. BRIGHTHOUSE LIFE INSURANCE COMPANY**

**CLERK'S CERTIFICATE OF SERVICE BY MAIL**

CASE NUMBER:  
**30-2023-01347187-CU-BC-CJC**

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 09/08/2023. Following standard court practice the mailing will occur at Sacramento, California on 09/11/2023.

Clerk of the Court, by: y Ramirez, Deputy

DYER LAW FIRM  
5250 CLAREMONT AVENUE # 119  
STOCKTON, CA 95207

## COMPLAINT FOR DAMAGES

1 Plaintiff is informed and believes, and based on that information and belief alleges, that each of  
 2 the defendants designated as a DOE is negligently or otherwise legally responsible for the events  
 3 and happenings referred to in this complaint, and negligently or otherwise unlawfully caused the  
 4 injuries and damages to Plaintiff alleged in this complaint.

5 4. Plaintiff is informed and believes and thereupon alleges that the Defendants, and  
 6 each of them, at all times herein mentioned, acted as the agents, servants, employees, and legal  
 7 representatives of the other Defendants, and each of them, and that all Defendants acted in  
 8 concert, and with the knowledge, permission, consent, notification, and adoption of the  
 9 Defendants, and each of them.

#### 10 RELEVANT FACTS

11 5. BRIGHTHOUSE, formerly known as, "Travelers Life and Annuity Company,"  
 12 issued and delivered in Florida, a flexible premium adjustable life insurance policy, number  
 13 7447253 (the "Policy"), with a policy date of November 7, 2004, providing coverage on the life  
 14 of John P. Utsick (the "Insured").

15 6. In April of 2006, the United States District Court for the Southern District of  
 16 Florida (the "District Court"), in connection with the action captioned, *Securities and Exchange*  
 17 *Commission v. John P. Utsick, et al.*, and identified by case number 1:06-cv-20975-PCH (the  
 18 "Florida Action"), appointed Michael I. Goldberg as the Worldwide Receiver ( the "Receiver")  
 19 and, in relevant part, authorized, empowered and directed the Receiver to administer and manage  
 20 certain assets and property of the defendants therein, including the Policy.

21 7. In 2021, the Receiver transferred and assigned the Worldwide Receivership  
 22 entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange, the Receiver  
 23 retained certain irrevocable death benefits under the Policy (the "Retained Death Benefit"), as  
 24 memorialized in the May 3, 2021, District Court Order (ECF No. 737) (the "District Court  
 25 Order"). The District Court Order states, in relevant part:

- 26 a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
 27 the first one-year period, beginning on the date that both the change of ownership  
 28 and change of beneficiary confirmations are successfully completed on the record

books of the Insurance Company (the "Closing Date");

- b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies within second one-year period, beginning on the Closing Date;
- c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies within third one-year period, beginning on the Closing Date ....

8. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC. Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable primary beneficiary to 53.33% of the Policy proceeds and the Receiver was designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9. On or about May of 2022, LifeFactor II, LLC, for valuable consideration, transferred all its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the May 3, 2021, District Court Order.

10. LIFE SHARES has made all the required premium payments on the POLICY, ensuring that the POLICY remains in effect.

11. On June 8, 2023, the Insured became deceased, causing the Policy to become immediately payable. Despite numerous statements identifying payment would be made, BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy.

12. Plaintiff has been harmed by BRIGHTHOUSE, and DOES 1 to 100, for their failure to make the required Policy death benefits payment to Plaintiff, in the amount of \$9,000,000.00.

**FIRST CAUSE OF ACTION- BREACH OF CONTRACT**  
(Against Defendant BRIGHTHOUSE and DOES 1 to 100)

13. Plaintiffs refer to and by this reference incorporate herein, each and every allegation contained in Paragraphs 1 through 12 above as though fully set forth herein.

14. BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life of the Insured in exchange for timely policy premium payments.

15. In April of 2006, the District Court appointed Michael I. Goldberg as the

Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide Receiver to administer and manage certain assets and property of the defendants therein, including the Policy.

16. In 2021, the Worldwide Receiver transferred and assigned the Worldwide Receivership entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange, the Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death Benefit"), as memorialized in the May 3, 2021 District Court Order, which states, in relevant part:

- a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within the first one-year period, beginning on the date that both the change of ownership and change of beneficiary confirmations are successfully completed on the record books of the Insurance Company (the "Closing Date");
- b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies within second one-year period, beginning on the Closing Date;
- c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies within third one-year period, beginning on the Closing Date ....

17. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC. Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

18. On or about May of 2022, LifeFactor II, LLC, for valuable consideration, transferred all of its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the May 3, 2021, District Court Order.

19. LIFE SHARES has made all the required premium payments on the Policy in order to ensure the Policy remained in effect. LIFE SHARES has performed all requirements of the Policy, except those which LIFE SHARES was excused from performing.

20. On June 8, 2023, the Insured died, causing the Policy to become immediately payable.

21. Despite numerous statements identifying payment would be made, BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a result, BRIGHTHOUSE has breached the Policy.

22. LIFESHARES was harmed and BRIGHTHOUSE was a substantial factor in causing LIFESHARES' harm. LIFESHARES has been harmed in the amount of \$9,000,000.00, plus interest and attorneys' fees and costs.

WHEREFORE, Plaintiff prays judgment against all Defendants as hereinafter set forth.

**SECOND CAUSE OF ACTION- SPECIFIC PERFORMANCE**  
(Against Defendant BRIGHTHOUSE and DOES 1 to 100)

23. Plaintiffs refer to and by this reference incorporate herein, each and every allegation contained in Paragraphs 1 through 22 above as though fully set forth herein.

24. BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life of the Insured in exchange for timely policy premium payments.

25. In April of 2006, the District Court appointed Michael I. Goldberg as the Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide Receiver to administer and manage certain assets and property of the defendants therein, including the Policy.

26. In 2021, the Worldwide Receiver transferred and assigned the Worldwide Receivership entities' ownership interest in the Policy to LifeFactor II, LLC and in exchange, the Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death Benefit"), as memorialized in the May 3, 2021, District Court Order, which states, in relevant part:

a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within the first one year period, beginning on the date that both the change of ownership and change of beneficiary confirmations are successfully completed on the record books of the Insurance Company (the "Closing Date");

1           b.     \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies  
2 within second one-year period, beginning on the Closing Date;

3           c.     \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies  
4 within third one-year period, beginning on the Closing Date ....

5           27.    On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.  
6 Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable  
7 primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was  
8 designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9           28.    On or about May of 2022, LifeFactor II, LLC, for valuable consideration,  
10 transferred all of its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES  
11 was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the  
12 May 3, 2021, District Court Order.

13          29.    LIFE SHARES has made all required premium payments on the Policy in order to  
14 ensure the Policy remained in effect. LIFE SHARES has performed all requirements of the  
15 Policy, except those which LIFE SHARES was excused from performing.

16          30.    On June 8, 2023, the Insured died, causing the Policy to become immediately  
17 payable.

18          31.    Despite numerous statements identifying payment would be made,  
19 BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a  
20 result, BRIGHTHOUSE has breached the Policy.

21          32.    LIFE SHARES seeks an order of specific performance requiring  
22 BRIGHTHOUSE to take all actions necessary to provide LIFE SHARES with LIFE SHARES's  
23 proportionate share of the death benefit of the Policy (\$9,000,000.00).

24          WHEREFORE, Plaintiff prays judgment against all Defendants, as hereinafter set forth.

25 //

26 //

27 //

28 //

1 FIRST CAUSE OF ACTION

- 2 1. For monetary damages in the sum not less than \$9,000,000.00, plus interest at the legal  
3 rate (10%);  
4 2. All attorneys' fees according to proof;  
5 3. All litigation costs according to proof;


6 SECOND CAUSE OF ACTION

- 7 1. For a judgment of specific performance of the Policy, requiring Defendants to take all  
8 necessary steps to pay Plaintiff's proportionate share of the death benefit of the Policy  
9 (\$9,000,000.00).

10  
11  
12  
13 DATED: September 1, 2023

DYER LAW FIRM

14  
15  
16  
17 By

  
DUSTIN J. DYER  
ZACHARY Z. HARDISTER  
Attorneys for Plaintiff  
LIFE SHARES 1019, LLC

**Dustin J. Dyer -- SBN 274308**  
**Zach Z. Hardister -- SBN 350299**  
**DYER LAW FIRM**  
**5250 Claremont Avenue STE 119**  
**Stockton, CA 95207**  
**Telephone: (209) 472-3668**  
**Facsimile: (209) 472-3675**

**Assigned for All Purposes**

Judge Thomas S McConville

**Attorney for LIFE SHARES 1019, LLC a Delaware Limited Liability Company**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

**LIFE SHARES 1019, LLC, a Delaware  
Limited Liability Company**

Case No: 30-2023-01347187-CU-BC-CJC

Plaintiff,

## COMPLAINT FOR DAMAGES

**VS.**

**BRIGHTHOUSE LIFE INSURANCE  
COMPANY, a Delaware Corporation AND  
DOES 1 TO 100**

**Defendants.**

**PLAINTIFF, LIFE SHARES 1019, LLC, a Delaware Limited Liability Company**  
**(hereinafter (“LIFE SHARES”)), alleges as follows:**

1. Plaintiff LIFE SHARES 1019, LLC, is a Delaware Limited Liability Company that, at all relevant times, conducted business within Orange County, California.

2. Plaintiff is informed and believes and thereupon alleges that at all times relevant herein, Defendant BRIGHTHOUSE LIFE INSURANCE COMPANY (“BRIGHTHOUSE”) is a Delaware Corporation conducting business and with significant contacts within Orange County, California.

3. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff is informed and believes, and based on that information and belief alleges, that each of  
 2 the defendants designated as a DOE is negligently or otherwise legally responsible for the events  
 3 and happenings referred to in this complaint, and negligently or otherwise unlawfully caused the  
 4 injuries and damages to Plaintiff alleged in this complaint.

5 4. Plaintiff is informed and believes and thereupon alleges that the Defendants, and  
 6 each of them, at all times herein mentioned, acted as the agents, servants, employees, and legal  
 7 representatives of the other Defendants, and each of them, and that all Defendants acted in  
 8 concert, and with the knowledge, permission, consent, notification, and adoption of the  
 9 Defendants, and each of them.

#### 10 RELEVANT FACTS

11 5. BRIGHTHOUSE, formerly known as, "Travelers Life and Annuity Company,"  
 12 issued and delivered in Florida, a flexible premium adjustable life insurance policy, number  
 13 7447253 (the "Policy"), with a policy date of November 7, 2004, providing coverage on the life  
 14 of John P. Utsick (the "Insured").

15 6. In April of 2006, the United States District Court for the Southern District of  
 16 Florida (the "District Court"), in connection with the action captioned, *Securities and Exchange*  
 17 *Commission v. John P. Utsick, et al.*, and identified by case number 1:06-cv-20975-PCH (the  
 18 "Florida Action"), appointed Michael I. Goldberg as the Worldwide Receiver ( the "Receiver")  
 19 and, in relevant part, authorized, empowered and directed the Receiver to administer and manage  
 20 certain assets and property of the defendants therein, including the Policy.

21 7. In 2021, the Receiver transferred and assigned the Worldwide Receivership  
 22 entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange, the Receiver  
 23 retained certain irrevocable death benefits under the Policy (the "Retained Death Benefit"), as  
 24 memorialized in the May 3, 2021, District Court Order (ECF No. 737) (the "District Court  
 25 Order"). The District Court Order states, in relevant part:

- 26 a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
 27 the first one-year period, beginning on the date that both the change of ownership  
 28 and change of beneficiary confirmations are successfully completed on the record

books of the Insurance Company (the "Closing Date");

b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies within second one-year period, beginning on the Closing Date;

c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies within third one-year period, beginning on the Closing Date ....

8. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.

Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable primary beneficiary to 53.33% of the Policy proceeds and the Receiver was designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9. On or about May of 2022, LifeFactor II, LLC, for valuable consideration, transferred all its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the May 3, 2021, District Court Order.

10. LIFE SHARES has made all the required premium payments on the POLICY, ensuring that the POLICY remains in effect.

11. On June 8, 2023, the Insured became deceased, causing the Policy to become immediately payable. Despite numerous statements identifying payment would be made, BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy.

12. Plaintiff has been harmed by BRIGHTHOUSE, and DOES 1 to 100, for their failure to make the required Policy death benefits payment to Plaintiff, in the amount of \$9,000,000.00.

**FIRST CAUSE OF ACTION- BREACH OF CONTRACT**  
(Against Defendant BRIGHTHOUSE and DOES 1 to 100)

13. Plaintiffs refer to and by this reference incorporate herein, each and every allegation contained in Paragraphs 1 through 12 above as though fully set forth herein.

14. BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life of the Insured in exchange for timely policy premium payments.

15. In April of 2006, the District Court appointed Michael I. Goldberg as the

1 Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide  
2 Receiver to administer and manage certain assets and property of the defendants therein,  
3 including the Policy.

4 16. In 2021, the Worldwide Receiver transferred and assigned the Worldwide  
5 Receivership entities' ownership interest in the Policy to LifeFactor II, LLC, and in exchange,  
6 the Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death  
7 Benefit"), as memorialized in the May 3, 2021 District Court Order, which states, in relevant  
8 part:

- 9 a. \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
10 the first one-year period, beginning on the date that both the change of ownership  
11 and change of beneficiary confirmations are successfully completed on the record  
12 books of the Insurance Company (the "Closing Date");  
13 b. \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies  
14 within second one-year period, beginning on the Closing Date;  
15 c. \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies  
16 within third one-year period, beginning on the Closing Date ....

17 17. On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.  
18 Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable  
19 primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was  
20 designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

21 18. On or about May of 2022, LifeFactor II, LLC, for valuable consideration,  
22 transferred all of its interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES  
23 was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the  
24 May 3, 2021, District Court Order.

25 19. LIFE SHARES has made all the required premium payments on the Policy in  
26 order to ensure the Policy remained in effect. LIFE SHARES has performed all requirements of  
27 the Policy, except those which LIFE SHARES was excused from performing.  
28

1           20.     On June 8, 2023, the Insured died, causing the Policy to become immediately  
2 payable.

3           21.     Despite numerous statements identifying payment would be made,  
4 BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a  
5 result, BRIGHTHOUSE has breached the Policy.

6           22.     LIFESHARES was harmed and BRIGHTHOUSE was a substantial factor in  
7 causing LIFESHARES' harm. LIFESHARES has been harmed in the amount of \$9,000,000.00,  
8 plus interest and attorneys' fees and costs.

9           WHEREFORE, Plaintiff prays judgment against all Defendants as hereinafter set forth.

10                   **SECOND CAUSE OF ACTION- SPECIFIC PERFORMANCE**  
11                   (Against Defendant BRIGHTHOUSE and DOES 1 to 100)

12           23.     Plaintiffs refer to and by this reference incorporate herein, each and every  
13 allegation contained in Paragraphs 1 through 22 above as though fully set forth herein.

14           24.     BRIGHTHOUSE, on or about November 7, 2004, provided coverage on the life  
15 of the Insured in exchange for timely policy premium payments.

16           25.     In April of 2006, the District Court appointed Michael I. Goldberg as the  
17 Worldwide Receiver and, in relevant part, authorized, empowered and directed the Worldwide  
18 Receiver to administer and manage certain assets and property of the defendants therein,  
19 including the Policy.

20           26.     In 2021, the Worldwide Receiver transferred and assigned the Worldwide  
21 Receivership entities' ownership interest in the Policy to LifeFactor II, LLC and in exchange, the  
22 Receiver retained certain irrevocable death benefits under the Policy (the "Retained Death  
23 Benefit"), as memorialized in the May 3, 2021, District Court Order, which states, in relevant  
24 part:

25           a.       \$7,000,000.00 of the death benefits under [the Policy] if [the Insured] dies within  
26 the first one year period, beginning on the date that both the change of ownership and change of  
27 beneficiary confirmations are successfully completed on the record books of the Insurance  
28 Company (the "Closing Date");

1           b.     \$6,500,000.00 of the death benefits payable under [the Policy] if the Insured dies  
2 within second one-year period, beginning on the Closing Date;

3           c.     \$6,000,000.00 of the death benefits payable under [the Policy] if the Insured dies  
4 within third one-year period, beginning on the Closing Date ....

5           27.    On or about May 11, 2021, the Policy was assigned to LifeFactor II, LLC.  
6 Additionally on or about May 11, 2021, LifeFactor II, LLC was designated the irrevocable  
7 primary beneficiary to 53.33% of the Policy proceeds and the Worldwide Receiver was  
8 designated the irrevocable primary beneficiary to 46.67% of the Policy proceeds;

9           28.    On or about May of 2022, LifeFactor II, LLC, for valuable consideration,  
10 transferred all of it interest in the Policy to LIFE SHARES. Shortly thereafter, LIFE SHARES  
11 was designated the irrevocable primary beneficiary of the majority of the Policy pursuant to the  
12 May 3, 2021, District Court Order.

13          29.    LIFE SHARES has made all required premium payments on the Policy in order to  
14 ensure the Policy remained in effect. LIFE SHARES has performed all requirements of the  
15 Policy, except those which LIFE SHARES was excused from performing.

16          30.    On June 8, 2023, the Insured died, causing the Policy to become immediately  
17 payable.

18          31.    Despite numerous statements identifying payment would be made,  
19 BRIGHTHOUSE has failed to make any payment to LIFE SHARES related to the Policy. As a  
20 result, BRIGHTHOUSE has breached the Policy.

21          32.    LIFE SHARES seeks an order of specific performance requiring  
22 BRIGHTHOUSE to take all actions necessary to provide LIFE SHARES with LIFE SHARES's  
23 proportionate share of the death benefit of the Policy (\$9,000,000.00).

24          WHEREFORE, Plaintiff prays judgment against all Defendants, as hereinafter set forth.

25 //

26 //

27 //

28 //

1 FIRST CAUSE OF ACTION

- 2 1. For monetary damages in the sum not less than \$9,000,000.00, plus interest at the legal  
3 rate (10%);  
4 2. All attorneys' fees according to proof;  
5 3. All litigation costs according to proof;


6 SECOND CAUSE OF ACTION

- 7 1. For a judgment of specific performance of the Policy, requiring Defendants to take all  
8 necessary steps to pay Plaintiff's proportionate share of the death benefit of the Policy  
9 (\$9,000,000.00).

10  
11  
12  
13 DATED: September 1, 2023

DYER LAW FIRM

14  
15  
16  
17 By

  
DUSTIN J. DYER  
ZACHARY Z. HARDISTER  
Attorneys for Plaintiff  
LIFE SHARES 1019, LLC